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22 **UNITED STATES DISTRICT COURT**

23 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

24 CISCO SYSTEMS, INC.,

25 Plaintiff,

26 vs.

27 ARISTA NETWORKS, INC.,

28 Defendant.

CASE NO. 5:14-cv-5344-BLF (NC)

**DECLARATION OF SARA E. JENKINS
IN SUPPORT OF ARISTA'S
ADMINISTRATIVE MOTION TO FILE
UNDER SEAL CONFIDENTIAL
INFORMATION IN ARISTA'S
OPPOSITION TO CISCO'S MOTION
FOR PROTECTIVE ORDER AND
RESPONSE TO REQUEST FROM
COURT (DKT. 411).**

29 02099-00004/8214823.1

DECLARATION OF SARA E. JENKINS

I, Sara E. Jenkins, declare as follows:

1. I am an attorney licensed to practice in the State of California and am admitted to
 2 practice before this Court. I am an associate with the law firm Quinn Emanuel Urquhart &
 3 Sullivan, LLP, counsel for Plaintiff Cisco Systems, Inc. (“Cisco”). I have personal knowledge of
 4 the matters set forth in this Declaration, and if called as a witness I would testify competently to
 5 those matters.

2. I make this declaration in response to this Court’s Order (Dkt. 411) regarding
 3 sealing motions as follows:

1. **Docket Number 286:** I make this declaration in support of Arista Networks
 2 Inc.’s (“Arista”) Administrative Motion to Under Seal Confidential
 3 Information in connection with Arista’s Opposition to Cisco’s Motion for
 4 Protective Order (“Opposition.”). Dkt. 286. I make this declaration in
 5 accordance with Civil Local Rule 79-5(e)(1) on behalf of Cisco to confirm
 6 that the information contained in the documents referenced in the Sealing
 7 Motion should be sealed.

1. **Docket Number 304:** Cisco filed a declaration in support of Arista’s
 2 Motion to Seal confidential materials filed with Arista’s Motion to Strike.
 3 This declaration can be found at Docket Number 318.

1. **Docket Number 362:** Cisco does not seek to seal any material associated
 2 with Docket Number 362.

3. As an Opposition to a Motion for Protective Order, Arista’s Opposition is non-
 4 dispositive. Dkt. 286. In this context, materials may be sealed so long as the party seeking sealing
 5 makes a “particularized showing” under the “good cause” standard of Federal Rule of Civil
 6 Procedure 26(c). *Kamkana v. City and Cnty. of Honolulu*, 447 F.3d 1172, 1180 (9th Cir. 2006)
 7 (quoting *Foltz v. State Farm Mutual Auto Insurance Co.*, 331 F.3d 1122, 1138 (9th Cir. 2003)). In

1 addition, Civil Local Rule 79-5 requires that a party seeking sealing “establish[] that the
2 document, or portions thereof, are privileged, protectable as a trade secret or otherwise entitled to
3 protection under the law” (*i.e.*, that the document is “sealable”). Civil L.R. 79-5(b). The sealing
4 request must also “be narrowly tailored to seek sealing only of sealable material.” *Id.*

5 4. Pursuant to Civil L.R. 79-5(e), good cause exists to seal the documents identified in
6 the Sealing Motion, also set forth below, because the information sought to be sealed reflects
7 confidential information that “give[s] [Cisco] an opportunity to obtain an advantage over
8 competitors who do not know or use it.” *In re Elec. Arts, Inc.*, 298 F. App’x 568, 569 (9th Cir.
9 2008) (quoting *Restatement of Torts* § 757, cmt b).:

Document	Portions Cisco Supports Being Filed Under Seal
Arista's Opposition to Cisco's Motion for Protective Order	Highlighted portions of pages 3-7, 9-10.
Exhibit 2 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 3 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 4 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 5 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 6 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 7 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire

Document	Portions Cisco Supports Being Filed Under Seal
Exhibit 8 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 9 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 10 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 11 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 12 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 13 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 14 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 15 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 16 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 17 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 18 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 19 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire

Document	Portions Cisco Supports Being Filed Under Seal
Exhibit 20 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 21 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 22 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 23 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 24 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 25 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 26 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 27 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 28 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 30 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 31 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 32 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire

Document	Portions Cisco Supports Being Filed Under Seal
Exhibit 34 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	Entire
Exhibit 35 to the Declaration of Elizabeth K. McCloskey in Support of Arista's Opposition to Cisco's Motion for Protective Order	9:22-24 and Exhibit A

5. Exhibit 2 is an internal Cisco presentation produced by Cisco in ITC Investigation Nos. 337-TA-944 and 337-TA-945 and designated as “Confidential Business Information.” Under the Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is deemed to have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only” information. Exhibit 2 comprises Cisco’s confidential business information regarding, *inter alia*, Cisco’s competitive intelligence and related strategies. Maintaining this information as confidential provides Cisco with an “opportunity to obtain an advantage over competitors” who may compete with Cisco and gather information regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this information to Cisco’s competitors would harm Cisco’s business by, *inter alia*, allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for gathering information in furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

6. Exhibit 3 is an internal Cisco document produced by Cisco in ITC Investigation Nos. 337-TA-944 and 337-TA-945 and designated as “Confidential Business Information.” Under the Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is deemed to have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only” information. Exhibit 3 comprises Cisco’s confidential business information regarding, *inter alia*, Cisco’s customers, competitive intelligence and related strategies. Maintaining this information as confidential provides Cisco with an “opportunity to obtain an advantage over competitors” who may compete with Cisco and gather information regarding the same less optimally than Cisco.

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1 *Elec. Arts*, 298 F. App'x at 569. Moreover, disclosing this information to Cisco's competitors
 2 would harm Cisco's business by, *inter alia*, allowing Cisco's competitors to learn of Cisco's
 3 strategies for making sales and for gathering information in furtherance of the same, and allowing
 4 competitors to in turn adopt and/or counteract Cisco's strategies. This would "harm [Cisco's]
 5 competitive standing." *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 598 (1978).

6 **7.** Exhibit 4 is an email thread designated by Cisco as "Highly Confidential –
 7 Attorneys' Eyes Only" under the Protective Order. Exhibit 4 comprises Cisco's confidential
 8 business information regarding, *inter alia*, Cisco's competitive intelligence and related strategies.
 9 Maintaining this information as confidential provides Cisco with an "opportunity to obtain an
 10 advantage over competitors" who may compete with Cisco and gather information regarding the
 11 same less optimally than Cisco. *Elec. Arts*, 298 F. App'x at 569. Moreover, disclosing this
 12 information to Cisco's competitors would harm Cisco's business by, *inter alia*, allowing Cisco's
 13 competitors to learn of Cisco's strategies for making sales and for gathering information in
 14 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco's
 15 strategies. This would "harm [Cisco's] competitive standing." *Nixon v. Warner Commc'ns, Inc.*,
 16 435 U.S. 589, 598 (1978).

17 **8.** Exhibit 5 is an email thread designated by Cisco as "Highly Confidential –
 18 Attorneys' Eyes Only" under the Protective Order. Exhibit 5 comprises Cisco's confidential
 19 business information regarding, *inter alia*, Cisco's competitive intelligence and related strategies.
 20 Maintaining this information as confidential provides Cisco with an "opportunity to obtain an
 21 advantage over competitors" who may compete with Cisco and gather information regarding the
 22 same less optimally than Cisco. *Elec. Arts*, 298 F. App'x at 569. Moreover, disclosing this
 23 information to Cisco's competitors would harm Cisco's business by, *inter alia*, allowing Cisco's
 24 competitors to learn of Cisco's strategies for making sales and for gathering information in
 25 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco's

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1 strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v. Warner Commc’ns, Inc.*,
 2 435 U.S. 589, 598 (1978).

3 **9.** Exhibit 6 is an internal Cisco presentation produced by Cisco in ITC Investigation
 4 Nos. 337-TA-944 and 337-TA-945 and designated as “Confidential Business Information.” Under
 5 the Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is
 6 deemed to have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only”
 7 information. Exhibit 6 comprises Cisco’s confidential business information regarding, *inter alia*,
 8 Cisco’s competitive intelligence and related strategies. Maintaining this information as
 9 confidential provides Cisco with an “opportunity to obtain an advantage over competitors” who
 10 may compete with Cisco and gather information regarding the same less optimally than Cisco.
 11 *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this information to Cisco’s competitors
 12 would harm Cisco’s business by, *inter alia*, allowing Cisco’s competitors to learn of Cisco’s
 13 strategies for making sales and for gathering information in furtherance of the same, and allowing
 14 competitors to in turn adopt and/or counteract Cisco’s strategies. This would “harm [Cisco’s]
 15 competitive standing.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

16 **10.** Exhibit 7 is an email thread designated by Cisco as “Highly Confidential –
 17 Attorneys’ Eyes Only” under the Protective Order. Exhibit 7 comprises Cisco’s confidential
 18 business information regarding, *inter alia*, Cisco’s customers, competitive intelligence and related
 19 strategies. Maintaining this information as confidential provides Cisco with an “opportunity to
 20 obtain an advantage over competitors” who may compete with Cisco and gather information
 21 regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover,
 22 disclosing this information to Cisco’s competitors would harm Cisco’s business by, *inter alia*,
 23 allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for gathering
 24 information in furtherance of the same, and allowing competitors to in turn adopt and/or
 25 counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v.*
 26 *Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

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1 **11.** Exhibit 8 is an internal Cisco document produced by Cisco in ITC Investigation
 2 Nos. 337-TA-944 and 337-TA-945 and designated as “Confidential Business Information.” Under
 3 the Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is
 4 deemed to have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only”
 5 information. Exhibit 8 comprises Cisco’s confidential business information regarding, *inter alia*,
 6 Cisco’s customers, competitive intelligence and related strategies. Maintaining this information as
 7 confidential provides Cisco with an “opportunity to obtain an advantage over competitors” who
 8 may compete with Cisco and gather information regarding the same less optimally than Cisco.
 9 *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this information to Cisco’s competitors
 10 would harm Cisco’s business by, *inter alia*, allowing Cisco’s competitors to learn of Cisco’s
 11 strategies for making sales and for gathering information in furtherance of the same, and allowing
 12 competitors to in turn adopt and/or counteract Cisco’s strategies. This would “harm [Cisco’s]
 13 competitive standing.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

14 **12.** Exhibit 9 is an internal Cisco document produced by Cisco in ITC Investigation
 15 Nos. 337-TA-944 and 337-TA-945 and designated as “Confidential Business Information.” Under
 16 the Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is
 17 deemed to have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only”
 18 information. Exhibit 9 comprises Cisco’s confidential business information regarding, *inter alia*,
 19 Cisco’s customers, competitive intelligence and related strategies. Maintaining this information as
 20 confidential provides Cisco with an “opportunity to obtain an advantage over competitors” who
 21 may compete with Cisco and gather information regarding the same less optimally than Cisco.
 22 *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this information to Cisco’s competitors
 23 would harm Cisco’s business by, *inter alia*, allowing Cisco’s competitors to learn of Cisco’s
 24 strategies for making sales and for gathering information in furtherance of the same, and allowing
 25 competitors to in turn adopt and/or counteract Cisco’s strategies. This would “harm [Cisco’s]
 26 competitive standing.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

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1 **13.** Exhibit 10 is an internal Cisco document produced by Cisco and designated as
 2 “Highly Confidential – Attorneys’ Eyes Only.” Exhibit 10 comprises Cisco’s confidential
 3 business information regarding, *inter alia*, Cisco’s customers, competitive intelligence and related
 4 strategies. Maintaining this information as confidential provides Cisco with an “opportunity to
 5 obtain an advantage over competitors” who may compete with Cisco and gather information
 6 regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover,
 7 disclosing this information to Cisco’s competitors would harm Cisco’s business by, *inter alia*,
 8 allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for gathering
 9 information in furtherance of the same, and allowing competitors to in turn adopt and/or
 10 counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v.*
11 Warner Commc’ns, Inc., 435 U.S. 589, 598 (1978).

12 **14.** Exhibit 11 is an internal Cisco document produced by Cisco in ITC Investigation
 13 Nos. 337-TA-944 and 337-TA-945 and designated as “Confidential Business Information.” Under
 14 the Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is
 15 deemed to have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only.”
 16 Exhibit 11 comprises Cisco’s confidential business information regarding, *inter alia*, Cisco’s
 17 customers, competitive intelligence and related strategies. Maintaining this information as
 18 confidential provides Cisco with an “opportunity to obtain an advantage over competitors” who
 19 may compete with Cisco and gather information regarding the same less optimally than Cisco.
20 Elec. Arts, 298 F. App’x at 569. Moreover, disclosing this information to Cisco’s competitors
21 would harm Cisco’s business by, *inter alia*, allowing Cisco’s competitors to learn of Cisco’s
22 strategies for making sales and for gathering information in furtherance of the same, and allowing
23 competitors to in turn adopt and/or counteract Cisco’s strategies. This would “harm [Cisco’s]
24 competitive standing.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

25 **15.** Exhibit 12 is an internal Cisco document produced by Cisco in ITC Investigation
 26 Nos. 337-TA-944 and 337-TA-945 and designated as “Confidential Business Information.” Under
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1 the Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is
 2 deemed to have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only.”
 3 Exhibit 12 comprises Cisco’s confidential business information regarding, *inter alia*, Cisco’s
 4 customers, competitive intelligence and related strategies. Maintaining this information as
 5 confidential provides Cisco with an “opportunity to obtain an advantage over competitors” who
 6 may compete with Cisco and gather information regarding the same less optimally than Cisco.
 7 *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this information to Cisco’s competitors
 8 would harm Cisco’s business by, *inter alia*, allowing Cisco’s competitors to learn of Cisco’s
 9 strategies for making sales and for gathering information in furtherance of the same, and allowing
 10 competitors to in turn adopt and/or counteract Cisco’s strategies. This would “harm [Cisco’s]
 11 competitive standing.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

12 **16.** Exhibit 13 is an email thread produced by Cisco in ITC Investigation Nos. 337-TA-
 13 944 and 337-TA-945 and designated as “Confidential Business Information.” Under the
 14 Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is deemed to
 15 have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only.” Exhibit 13
 16 comprises Cisco’s confidential business information regarding, *inter alia*, Cisco’s customers and
 17 competitive strategies. Maintaining this information as confidential provides Cisco with an
 18 “opportunity to obtain an advantage over competitors” who may compete with Cisco and gather
 19 information regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569.
 20 Moreover, disclosing this information to Cisco’s competitors would harm Cisco’s business by,
 21 *inter alia*, allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for
 22 gathering information in furtherance of the same, and allowing competitors to in turn adopt and/or
 23 counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v.*
 24 *Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

25 **17.** Exhibit 14 is an internal Cisco document produced by Cisco in ITC Investigation
 26 Nos. 337-TA-944 and 337-TA-945 and designated as “Confidential Business Information.” Under
 27

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1 the Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is
 2 deemed to have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only.”
 3 Exhibit 14 comprises Cisco’s confidential business information regarding, *inter alia*, Cisco’s
 4 customers, competitive intelligence and related strategies. Maintaining this information as
 5 confidential provides Cisco with an “opportunity to obtain an advantage over competitors” who
 6 may compete with Cisco and gather information regarding the same less optimally than Cisco.
 7 *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this information to Cisco’s competitors
 8 would harm Cisco’s business by, *inter alia*, allowing Cisco’s competitors to learn of Cisco’s
 9 strategies for making sales and for gathering information in furtherance of the same, and allowing
 10 competitors to in turn adopt and/or counteract Cisco’s strategies. This would “harm [Cisco’s]
 11 competitive standing.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

12 **18.** Exhibit 15 is an email thread designated by Cisco as “Highly Confidential –
 13 Attorneys’ Eyes Only” under the Protective Order. Exhibit 15 comprises Cisco’s confidential
 14 business information regarding, *inter alia*, Cisco’s customers, competitive intelligence, and related
 15 strategies. Maintaining this information as confidential provides Cisco with an “opportunity to
 16 obtain an advantage over competitors” who may compete with Cisco and gather information
 17 regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover,
 18 disclosing this information to Cisco’s competitors would harm Cisco’s business by, *inter alia*,
 19 allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for gathering
 20 information in furtherance of the same, and allowing competitors to in turn adopt and/or
 21 counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v.*
 22 *Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

23 **19.** Exhibit 16 is an email thread designated by Cisco as “Highly Confidential –
 24 Attorneys’ Eyes Only” under the Protective Order. Exhibit 16 comprises Cisco’s confidential
 25 business information regarding, *inter alia*, Cisco’s customers, competitive intelligence, and related
 26 strategies. Maintaining this information as confidential provides Cisco with an “opportunity to

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1 obtain an advantage over competitors” who may compete with Cisco and gather information
 2 regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover,
 3 disclosing this information to Cisco’s competitors would harm Cisco’s business by, *inter alia*,
 4 allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for gathering
 5 information in furtherance of the same, and allowing competitors to in turn adopt and/or
 6 counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v.*
 7 *Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978)

8 **20.** Exhibit 17 is an email thread produced by Cisco in ITC Investigation Nos. 337-TA-
 9 944 and 337-TA-945 and designated as “Confidential Business Information.” Under the
 10 Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is deemed to
 11 have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only.” Exhibit 17
 12 comprises Cisco’s confidential business information regarding, *inter alia*, Cisco’s customers and
 13 competitive strategies. Maintaining this information as confidential provides Cisco with an
 14 “opportunity to obtain an advantage over competitors” who may compete with Cisco and gather
 15 information regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569.
 16 Moreover, disclosing this information to Cisco’s competitors would harm Cisco’s business by,
 17 *inter alia*, allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for
 18 gathering information in furtherance of the same, and allowing competitors to in turn adopt and/or
 19 counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v.*
 20 *Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

21 **21.** Exhibit 18 is an email thread produced by Cisco in ITC Investigation Nos. 337-TA-
 22 944 and 337-TA-945 and designated as “Confidential Business Information.” Under the
 23 Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is deemed to
 24 have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only.” Exhibit 18
 25 comprises Cisco’s confidential business information regarding, *inter alia*, Cisco’s customers and
 26 competitive strategies. Maintaining this information as confidential provides Cisco with an

1 “opportunity to obtain an advantage over competitors” who may compete with Cisco and gather
 2 information regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569.
 3 Moreover, disclosing this information to Cisco’s competitors would harm Cisco’s business by,
 4 *inter alia*, allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for
 5 gathering information in furtherance of the same, and allowing competitors to in turn adopt and/or
 6 counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v.*
 7 *Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

8 **22.** Exhibit 19 is an internal Cisco document produced by Cisco in ITC Investigation
 9 Nos. 337-TA-944 and 337-TA-945 and designated as “Confidential Business Information.” Under
 10 the Stipulated Protective Order governing this litigation, Dkt. 53 at 6 fn. 1, this document is
 11 deemed to have been produced in this case as “Highly Confidential – Attorneys’ Eyes Only.”
 12 Exhibit 19 comprises Cisco’s confidential business information regarding, *inter alia*, Cisco’s
 13 customers, competitive intelligence and related strategies. Maintaining this information as
 14 confidential provides Cisco with an “opportunity to obtain an advantage over competitors” who
 15 may compete with Cisco and gather information regarding the same less optimally than Cisco.
 16 *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this information to Cisco’s competitors
 17 would harm Cisco’s business by, *inter alia*, allowing Cisco’s competitors to learn of Cisco’s
 18 strategies for making sales and for gathering information in furtherance of the same, and allowing
 19 competitors to in turn adopt and/or counteract Cisco’s strategies. This would “harm [Cisco’s]
 20 competitive standing.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

21 **23.** Exhibit 20 is an email thread designated by Cisco as “Highly Confidential –
 22 Attorneys’ Eyes Only” under the Protective Order. Exhibit 20 comprises Cisco’s confidential
 23 business information regarding, *inter alia*, Cisco’s customers, competitive intelligence, and related
 24 strategies. Maintaining this information as confidential provides Cisco with an “opportunity to
 25 obtain an advantage over competitors” who may compete with Cisco and gather information
 26 regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover,

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1 disclosing this information to Cisco’s competitors would harm Cisco’s business by, *inter alia*,
 2 allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for gathering
 3 information in furtherance of the same, and allowing competitors to in turn adopt and/or
 4 counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v.*
 5 *Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

6 **24.** Exhibit 21 is an email thread designated by Cisco as “Highly Confidential –
 7 Attorneys’ Eyes Only” under the Protective Order. Exhibit 21 comprises Cisco’s confidential
 8 business information regarding, *inter alia*, Cisco’s competitive intelligence and related strategies.
 9 Maintaining this information as confidential provides Cisco with an “opportunity to obtain an
 10 advantage over competitors” who may compete with Cisco and gather information regarding the
 11 same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this
 12 information to Cisco’s competitors would harm Cisco’s business by, *inter alia*, allowing Cisco’s
 13 competitors to learn of Cisco’s strategies for making sales and for gathering information in
 14 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco’s
 15 strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v. Warner Commc’ns, Inc.*,
 16 435 U.S. 589, 598 (1978).

17 **25.** Exhibit 22 is an email thread designated by Cisco as “Highly Confidential –
 18 Attorneys’ Eyes Only” under the Protective Order. Exhibit 22 comprises Cisco’s confidential
 19 business information regarding, *inter alia*, Cisco’s customers, competitive intelligence, and related
 20 strategies. Maintaining this information as confidential provides Cisco with an “opportunity to
 21 obtain an advantage over competitors” who may compete with Cisco and gather information
 22 regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover,
 23 disclosing this information to Cisco’s competitors would harm Cisco’s business by, *inter alia*,
 24 allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for gathering
 25 information in furtherance of the same, and allowing competitors to in turn adopt and/or

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1 counteract Cisco's strategies. This would "harm [Cisco's] competitive standing." *Nixon v.*
 2 *Warner Commc'ns, Inc.*, 435 U.S. 589, 598 (1978).

3 **26.** Exhibit 23 is an email thread designated by Cisco as "Highly Confidential –
 4 Attorneys' Eyes Only" under the Protective Order. Exhibit 23 comprises Cisco's confidential
 5 business information regarding, *inter alia*, Cisco's competitive intelligence and related strategies.
 6 Maintaining this information as confidential provides Cisco with an "opportunity to obtain an
 7 advantage over competitors" who may compete with Cisco and gather information regarding the
 8 same less optimally than Cisco. *Elec. Arts*, 298 F. App'x at 569. Moreover, disclosing this
 9 information to Cisco's competitors would harm Cisco's business by, *inter alia*, allowing Cisco's
 10 competitors to learn of Cisco's strategies for making sales and for gathering information in
 11 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco's
 12 strategies. This would "harm [Cisco's] competitive standing." *Nixon v. Warner Commc'ns, Inc.*,
 13 435 U.S. 589, 598 (1978).

14 **27.** Exhibit 24 is an email thread designated by Cisco as "Highly Confidential –
 15 Attorneys' Eyes Only" under the Protective Order. Exhibit 24 comprises Cisco's confidential
 16 business information regarding, *inter alia*, Cisco's competitive intelligence and related strategies.
 17 Maintaining this information as confidential provides Cisco with an "opportunity to obtain an
 18 advantage over competitors" who may compete with Cisco and gather information regarding the
 19 same less optimally than Cisco. *Elec. Arts*, 298 F. App'x at 569. Moreover, disclosing this
 20 information to Cisco's competitors would harm Cisco's business by, *inter alia*, allowing Cisco's
 21 competitors to learn of Cisco's strategies for making sales and for gathering information in
 22 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco's
 23 strategies. This would "harm [Cisco's] competitive standing." *Nixon v. Warner Commc'ns, Inc.*,
 24 435 U.S. 589, 598 (1978).

25 **28.** Exhibit 25 is an email thread designated by Cisco as "Highly Confidential –
 26 Attorneys' Eyes Only" under the Protective Order. Exhibit 25 comprises Cisco's confidential
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1 business information regarding, *inter alia*, Cisco’s competitive intelligence and related strategies.
 2 Maintaining this information as confidential provides Cisco with an “opportunity to obtain an
 3 advantage over competitors” who may compete with Cisco and gather information regarding the
 4 same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this
 5 information to Cisco’s competitors would harm Cisco’s business by, *inter alia*, allowing Cisco’s
 6 competitors to learn of Cisco’s strategies for making sales and for gathering information in
 7 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco’s
 8 strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v. Warner Commc’ns, Inc.*,
 9 435 U.S. 589, 598 (1978).

10 **29.** Exhibit 26 is an email designated by Cisco as “Highly Confidential – Attorneys’
 11 Eyes Only” under the Protective Order. Exhibit 26 comprises Cisco’s confidential business
 12 information regarding, *inter alia*, Cisco’s competitive intelligence and related strategies.
 13 Maintaining this information as confidential provides Cisco with an “opportunity to obtain an
 14 advantage over competitors” who may compete with Cisco and gather information regarding the
 15 same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this
 16 information to Cisco’s competitors would harm Cisco’s business by, *inter alia*, allowing Cisco’s
 17 competitors to learn of Cisco’s strategies for making sales and for gathering information in
 18 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco’s
 19 strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v. Warner Commc’ns, Inc.*,
 20 435 U.S. 589, 598 (1978).

21 **30.** Exhibit 27 is an email thread designated by Cisco as “Highly Confidential –
 22 Attorneys’ Eyes Only” under the Protective Order. Exhibit 27 comprises Cisco’s confidential
 23 business information regarding, *inter alia*, Cisco’s competitive intelligence and related strategies.
 24 Maintaining this information as confidential provides Cisco with an “opportunity to obtain an
 25 advantage over competitors” who may compete with Cisco and gather information regarding the
 26 same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this

1 information to Cisco’s competitors would harm Cisco’s business by, *inter alia*, allowing Cisco’s
 2 competitors to learn of Cisco’s strategies for making sales and for gathering information in
 3 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco’s
 4 strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v. Warner Commc’ns, Inc.*,
 5 435 U.S. 589, 598 (1978).

6 **31.** Exhibit 28 is a copy of an excerpt of the deposition transcript of Soni Jiandani,
 7 dated April 29, 2016, which has been designated as “Highly Confidential – Attorneys’ Eyes Only”
 8 information under the Protective Order in this matter. Exhibit 28 comprises Cisco’s confidential
 9 business information regarding, *inter alia*, Cisco’s competitive intelligence and related strategies.
 10 Maintaining this information as confidential provides Cisco with an “opportunity to obtain an
 11 advantage over competitors” who may compete with Cisco and gather information regarding the
 12 same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover, disclosing this
 13 information to Cisco’s competitors would harm Cisco’s business by, *inter alia*, allowing Cisco’s
 14 competitors to learn of Cisco’s strategies for making sales and for gathering information in
 15 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco’s
 16 strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v. Warner Commc’ns, Inc.*,
 17 435 U.S. 589, 598 (1978).

18 **32.** Exhibit 30 is an email thread designated by Cisco as “Highly Confidential –
 19 Attorneys’ Eyes Only” under the Protective Order. Exhibit 30 comprises Cisco’s confidential
 20 business information regarding, *inter alia*, Cisco’s customers, competitive intelligence, and related
 21 strategies. Maintaining this information as confidential provides Cisco with an “opportunity to
 22 obtain an advantage over competitors” who may compete with Cisco and gather information
 23 regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover,
 24 disclosing this information to Cisco’s competitors would harm Cisco’s business by, *inter alia*,
 25 allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for gathering
 26 information in furtherance of the same, and allowing competitors to in turn adopt and/or

1 counteract Cisco's strategies. This would "harm [Cisco's] competitive standing." *Nixon v.*
 2 *Warner Commc'ns, Inc.*, 435 U.S. 589, 598 (1978).

3 **33.** Exhibit 31 is a copy of an excerpt of the deposition transcript of Drew Pletcher,
 4 dated May 26, 2016, which has been designated as "Highly Confidential – Attorneys' Eyes Only"
 5 information under the Protective Order in this matter. Exhibit 31 comprises Cisco's confidential
 6 business information regarding, *inter alia*, Cisco's competitive intelligence and related strategies.
 7 Maintaining this information as confidential provides Cisco with an "opportunity to obtain an
 8 advantage over competitors" who may compete with Cisco and gather information regarding the
 9 same less optimally than Cisco. *Elec. Arts*, 298 F. App'x at 569. Moreover, disclosing this
 10 information to Cisco's competitors would harm Cisco's business by, *inter alia*, allowing Cisco's
 11 competitors to learn of Cisco's strategies for making sales and for gathering information in
 12 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco's
 13 strategies. This would "harm [Cisco's] competitive standing." *Nixon v. Warner Commc'ns, Inc.*,
 14 435 U.S. 589, 598 (1978).

15 **34.** Exhibit 32 is a copy of an excerpt of the deposition transcript of Doug Gourlay,
 16 dated May 20, 2016, which has been designated as "Highly Confidential – Attorneys' Eyes Only"
 17 information" under the Protective Order in this matter. Exhibit 31 comprises Cisco's confidential
 18 business information regarding, *inter alia*, Cisco's competitive intelligence and related strategies.
 19 Maintaining this information as confidential provides Cisco with an "opportunity to obtain an
 20 advantage over competitors" who may compete with Cisco and gather information regarding the
 21 same less optimally than Cisco. *Elec. Arts*, 298 F. App'x at 569. Moreover, disclosing this
 22 information to Cisco's competitors would harm Cisco's business by, *inter alia*, allowing Cisco's
 23 competitors to learn of Cisco's strategies for making sales and for gathering information in
 24 furtherance of the same, and allowing competitors to in turn adopt and/or counteract Cisco's
 25 strategies. This would "harm [Cisco's] competitive standing." *Nixon v. Warner Commc'ns, Inc.*,
 26 435 U.S. 589, 598 (1978).

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1 **35.** Exhibit 34 is an email thread designated by Cisco as “Highly Confidential –
 2 Attorneys’ Eyes Only” under the Protective Order. Exhibit 34 comprises Cisco’s confidential
 3 business information regarding, *inter alia*, Cisco’s customers, competitive intelligence, and related
 4 strategies. Maintaining this information as confidential provides Cisco with an “opportunity to
 5 obtain an advantage over competitors” who may compete with Cisco and gather information
 6 regarding the same less optimally than Cisco. *Elec. Arts*, 298 F. App’x at 569. Moreover,
 7 disclosing this information to Cisco’s competitors would harm Cisco’s business by, *inter alia*,
 8 allowing Cisco’s competitors to learn of Cisco’s strategies for making sales and for gathering
 9 information in furtherance of the same, and allowing competitors to in turn adopt and/or
 10 counteract Cisco’s strategies. This would “harm [Cisco’s] competitive standing.” *Nixon v.
 Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

12 **36.** Exhibit 35 is a copy of Cisco’s Supplemental Objections and Responses to
 13 Defendant Arista Network’s Interrogatory No. 15, served on June 7, 2016. The specified portions
 14 of exhibit 35 were designated by Cisco as “Highly Confidential – Attorneys’ Eyes Only” under the
 15 Protective Order. The specified portions of Exhibit 35 comprise Cisco’s confidential customer
 16 information. Maintaining this information as confidential provides Cisco with an “opportunity to
 17 obtain an advantage over competitors” who may compete with Cisco and use this information to
 18 attempt to target Cisco’s customers. Moreover, disclosing this information to Cisco’s competitors
 19 would harm Cisco’s business by, *inter alia*, allowing Cisco’s competitors to learn of Cisco’s
 20 strategies for making sales and for gathering information in furtherance of the same, and allowing
 21 competitors to in turn adopt and/or counteract Cisco’s strategies. This would “harm [Cisco’s]
 22 competitive standing.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978).

23 **37.** The highlighted portions of Arista’s Opposition quote and discuss Cisco’s
 24 confidential information from Exhibits detailed above regarding Cisco’s customers and
 25 competitive strategies. Thus, these portions of Arista’s Opposition similarly comprise Cisco’s
 26 confidential business information, the confidentiality of which provides Cisco an “opportunity to
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1 obtain an advantage over competitors," and which would harm Cisco's business if disclosed to
2 Cisco's competitors. *Elec. Arts*, 298 F. App'x at 569

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4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct, and that this declaration was executed in Redwood Shores,
6 California, on August 4, 2016.

7

8 /s/ Sara E. Jenkins

9 Sara E. Jenkins

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28 DECLARATION OF SARA E. JENKINS IN SUPPORT OF
ARISTA'S ADMINISTRATIVE MOTION TO FILE UNDER SEAL